

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS  
AND THE  
ALLIANCE/AFSCME COUNCIL 93 – SEIU LOCAL 888 – UNIT 2  
FOR A  
SUCCESSOR AGREEMENT**

**July 1, 2011 through June 30, 2014**

The parties agree to the following changes to the Commonwealth and Alliance/AFSCME Council 93 Collective Bargaining Agreements for Unit 2 for July 1, 2011 through June 30, 2014. Moreover, in consideration of the provisions outlined below, all Commonwealth obligations arising under the provisions in Section 12.1C in the 2009 – 2012 Collective Bargaining Agreement are hereby waived by the union.

**Article 8  
Leave**

**Section 3. Paid Personal Leave**

- A. On each January 1, persons employed as of September 1, 2011 will be credited annually with paid personal leave credits at the following rate (including such employees laid off and subsequently recalled):

<u>Scheduled Hours per Week</u>	<u>Personal Leave Credits</u>
37.5 hours per week	22.500 hours
<b>37.5 hours per week</b>	<b>37.500 hours</b>
40.0 hours per week	24.000 hours
<b>40.0 hours per week</b>	<b>40.000 hours</b>

**Add New Section:**

On each January 1, full-time employees hired after September 1, 2011 will be credited annually with paid personal leave credits at the following rate:

<u>Scheduled Hours per Week</u>	<u>Personal Leave Credits</u>
37.5 hours per week	22.500 hours
40.0 hours per week	24.000 hours

Any paid personal leave not taken by December 31 will be forfeited by the employee. Personal days for regular part-time employees will be granted on a pro-rata basis. Personal leave may be used in half-hour increments and may be used in conjunction with vacation leave.

- B. ~~Nothing in this Section shall be construed as giving more than three (3) days personal leave in a given year. Nothing in this Section shall be construed as~~

giving more than three (3) personal days (to employees hired after September 1, 2011) in a given year, or more than five (5) personal days (to employees on the payroll as of September 1, 2011) in a given year. Any employee who has used one or more days leave while employed in state service shall have such time deducted from the formula contained herein.

## **Article 10 Holidays**

### **Section 10.1**

The following days shall be holidays for employees:

New Year's Day  
Martin Luther King Day  
Washington's Birthday  
\* Evacuation Day  
Patriot's Day  
Memorial Day  
\* Bunker Hill Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

\* Only in Suffolk County

### **Section 10.9**

~~A. — An employee not otherwise entitled to the Suffolk County holidays, pursuant to Section 1 above, and who is scheduled to work on such a holiday shall be entitled to a day off with pay, within sixty (60) days following the holiday, to be taken at a time approved by the agency head, or if a compensatory day cannot be granted by the agency/department because of a shortage of personnel or other reasons then he/she shall be entitled to pay for one (1) day at his/her regular rate of pay in addition to pay for work on the Suffolk County holiday.~~

~~B. — Additionally, an employee who is not scheduled to work on a Suffolk County holiday, if the employee's usual work week is five (5) or more days, shall be entitled to a day off with pay, within sixty (60) days following the holiday, to be taken at a time approved by the agency head, or if a compensatory day cannot be granted by the agency/department because of a shortage of personnel or other reasons then he/she shall be entitled to pay for one day at his/her regular rate of pay.~~

## Article 12 Salary Rates

### Section 12.1

The following shall apply to full-time employees:

~~A. — Effective June 30, 2010, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a one percent (1%) increase in salary rate.~~

~~• If FY 2010 tax revenues equal or exceed \$20.3 billion, employees will receive an additional one percent (1%) increase in salary rate, for a total of a two percent increase effective June 30, 2010.~~

~~• If FY 2010 tax revenues equal or exceed \$21.4 billion, employees will receive an additional two percent (2%) increase in salary rate, for a total three percent increase effective June 30, 2010.~~

~~B. — Effective June 30, 2011, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a three percent (3%) increase in salary rate.~~

~~C. — Effective June 30, 2012, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a three percent (3%) increase in salary rate.~~

~~The dates contained in Sections 1A, 1B or 1C above may be advanced by six months in each of the three years, or by three months in each of the three years, if the following tax revenue targets are met:~~

- ~~• FY 2010 6 months = \$19.45 billion; 3 months = \$19.00 billion~~
- ~~• FY 2011 6 months = \$20.42 billion; 3 months = \$19.95 billion~~
- ~~• FY 2012 6 months = \$21.44 billion; 3 months = \$20.94 billion~~

~~In addition, if tax revenues for Fiscal Year 2010, 2011, or 2012 achieve one of the aforementioned indices, the Commonwealth agrees to accelerate the wage rate increase for that fiscal year and for each of the subsequent fiscal years by six (6) or three (3) months, as applicable.~~

**A. Effective June 30, 2012, employees who meet the eligibility criteria provided in Section 2 of this article shall receive a three percent (3%) increase in salary rate.**



- B. Effective the first pay period in July 2012, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a one-and-a-half percent (1.5%) increase in salary rate.
- C. Effective the first pay period in January 2013, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a one-and-a-half percent (1.5%) increase in salary rate.
- D. Effective the first pay period in July 2013, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a one-and-a-half percent (1.5%) increase in salary rate.
- E. Effective the first pay period in January 2014, employees who meet the eligibility criteria provided in Section 12.2 of this Article shall receive a one-and-a-half percent (1.5%) increase in salary rate.

### Article 13A Health and Welfare

#### Section 2      Funding

- A. Effective the first pay period in January 2011, the Employer agrees to contribute on behalf of each full-time employee equivalent thirteen dollars (\$13.50) per calendar week. Effective the first pay period in January 2012, the Employer agrees to contribute on behalf of each full-time equivalent thirteen (\$14.00) per calendar week.

#### Add New Section:

- B. Effective the first pay period in January 2014, the Employer agrees to contribute on behalf of each full-time employee equivalent the sum of \$15.50 per calendar week. Effective the first pay period in June 2014, the Employer agrees to contribute on behalf of each full-time employee equivalent the sum of \$16.00 per calendar week.
- ~~B.~~ C. The contributions made by the Employer to the Health and Welfare Fund shall not be used for any purpose other than to (1) provide health and welfare benefits; (2) develop an Employee Wellness Program; and, (3) to pay the operating and administrative expenses of the Fund. The contributions shall be made by the Employer in an aggregate sum within forty-five (45) days following the end of the calendar month during which contributions were collected.
- €. D. To generate savings in Fiscal Year 2010, the parties agree to waive the Commonwealth's payment to the parties' Health and Welfare Account in FY 2010 for a period of approximately one and one-half (1 ½ ) weeks.



### **Article 30 Re-Opener**

~~In the event that during the term of this Agreement a Collective Bargaining Agreement is submitted by either the Governor, or the Secretary for Administration and Finance and said Agreement is funded by the Legislature and in the event such Agreement contains provisions for across the board salary increases in excess of those contained in this Agreement, the parties agree to re-open those provisions of this Agreement to further bargaining.~~

The Commonwealth and the Union acknowledge that the unique timing of the increases provided for in Year Two and Year Three of this Agreement is in direct recognition of the Union foregoing certain wage increases provided for in the predecessor Agreement. With this understanding, the Commonwealth agrees that in the course of this Agreement, should any other Executive Branch bargaining unit receive any across the board wage increase at any point earlier than one year following the end date of its preceding Agreement, the parties shall, at the request of the Union, reopen the salary provisions of this Agreement for further bargaining.

#### **Add New Article:**

#### **Efficiency Working Group**

The parties acknowledge the shared value associated with enhanced service delivery and improved operational efficiency. Continued public confidence in government, and public support for governmental programs, requires an ongoing focus on continuous improvement, and corresponding results. The parties also acknowledge that more efficient service delivery can provide opportunities to reinvest savings to the benefit of those employees that contribute to such favorable outcomes.

In this light, the parties agree, in the course of this contract, to establish a working group that will be charged with identifying no fewer than four pilot programs focused on developing more efficient methods of service delivery in at least three selected service areas. The parties further agree that these pilot programs will complete their work six months prior to the end of this agreement, and will produce report(s) detailing each initiative; the iterative steps taken to accomplish its purpose(s); and the service impacts resulting from the initiative. Finally, the parties agree that a portion of any cost savings that result from these initiatives will be returned to employees in the affected bargaining unit, in accordance with a formula determined in advance by mutual agreement of the parties.

The Commonwealth and the Union each agree to designate seven persons to be named to this working group no later than 30 days from the date of execution of this Agreement.

For the Union

*Anthony J. L...*  
*Joseph M. ...*  
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*8/6/11*  
Date

For the Commonwealth

*Mark E. ...*  
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*8.5.11*  
Date